

1  
2 BILL NO. S-88-05- 25

3 SPECIAL ORDINANCE NO. S- 75-88

4 AN ORDINANCE approving Contract No.  
5 6106-88 for certain improvements at  
6 the Anthony Wayne Industrial Center  
7 between John Dehner, Inc. and the City  
8 of Fort Wayne, Indiana, in connection  
9 with the Board of Public Works and  
10 Safety.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
12 THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the Contract No. 6106-88 involving the  
14 Anthony Wayne Industrial Center by and between John Dehner,  
15 Inc. and the City of Fort Wayne, Indiana, in connection with  
16 the Board of Public Works and Safety, is hereby ratified, and  
17 affirmed and approved in all respects, respectfully for:

18 walks, curbs & gutters, storm sewer,  
19 traffic signal, lights, land and  
20 street resurfacing;

21 involving a total cost of Three Hundred Forty-Five Thousand  
22 Eight Hundred Severy-Nine and 33/100 Dollars (\$345,879.33+/-).

23 SECTION 2. Prior Approval has been requested from  
24 Common Council on May 10, 1988. Two copies of said Contract  
25 are on file in the Office of the City Clerk and made available  
26 for public inspection, according to law.

27 SECTION 3. That this Ordinance shall be in full force  
28 and effect from and after its passage and any and all  
29 necessary approval by the Mayor.

30 Samuel J. Talarico  
31 Councilmember

32 APPROVED AS TO FORM  
AND LEGALITY

J. Timothy McCaulay  
J. Timothy McCaulay, City Attorney

BID TAB

DATE: 4-13-88

PROJECT: ANTHONY WAYNE INDUSTRIAL CENTER

RES. NO: 6106-88

BIDDER:				BIDDER:				BIDDER:			
JOHN DEHNER, INC.				BROOKS CONST. CO.				MOELLERING CONST. CO.			
ITEM NO.	ITEM	QUANTITY	UNIT	COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1.	EARTH MOVING & CONCRETE PAVING				121209.59		132956.95		140575.4		155603
2.	ELECTRICAL - TRAFFIC CONTROL				36018.25		36245.00		37048.75		38525.75
3.	ELECTRICAL - LIGHTING				27774.30		24914.25		22604.00		21692.44
4.	WATER - IRRIGATION				13650.00		14420.00		13460.00		15320.00
5.	LANDSCAPE - BASE BID				70407.00		60413.13		60746.85		64217.21
6.	SPECIAL STRUCTURES				20500.00		56610.00		60150.00		59703.00
7.	SITE FURNITURE				2450.00		5740.00		5480.00		6240.00
8.	DRAINAGE				13029.50		14580.00		14935.00		12174.50
SUBTOTAL: \$305,038.64				SUBTOTAL: \$345,879.33				SUBTOTAL: \$355,000.00			
				% over				13.39% over			
				% under				0.00% under			
								16.38% over			
								0.00% under			
								22.44%			
								0.00%			



CONTRACT NO. 6106-88

ANTHONY WAYNE INDUSTRIAL CENTER

(Walks, Curb & Gutter, Storm Sewer, Traffic Signal, Lights, Land and Street Resurfacing)

BOARD ORDER NO. \_\_\_\_\_

WORK ORDER NO. 10,705

THIS CONTRACT made and entered into in triplicate this 27<sup>th</sup> day of April, 1988, by and between

John Dehn, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

A parcel of land bounded on the north by the Norfolk and Southern Railroad, on the east by Fletcher Avenue, on the south by Wayne Trace, on the west by Anthony Blvd.

all according to Res. No. 6106-88, Drawing No. \_\_\_\_\_, Sheets 1 Thru 7.1, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 345,879.33. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department



of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-



tion of construction or upon request of the Office of Compliance.

#### ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

#### ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 6106-88.
- b. Instructions to Bidders for Contract No. 6106-88.
- c. Contractor's Proposal Dated April 13, 1988.
- d. Ft. Wayne Engr. Dept. Drawing # Anthony Wayne Industrial Ctr. Sheets 1
- e. Supplemental Specifications for Contract No. 6106-88 Thru 7.1
- f. Workman's Compensation Act, Statutes of the State of
- g. Indiana and Ordinances of the City of Fort Wayne.
- h. Non-Discrimination of Labor, General Ordinance No. G-34-78  
(as amended).
- i. Prevailing Wage Scale.
- j. Performance and Guaranty Bond.
- k. Labor and Material Payment Bond.
- l. Minority/Female Employment Hourly Utilization.
- m. Right-of-Way Cut Permit.
- n. Comprehensive Liability Insurance Coverage.
- o. MBE/WBE Committment Form.
- p. \_\_\_\_\_

#### ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

#### ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.



ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract ~~within~~ BY 11/7/88 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL AND EDA APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: JOHN DEHNER, INC., PO BOX 11346, FT. WAYNE, IN

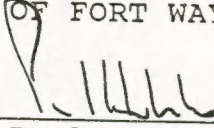
46857

Charles Dehner, President

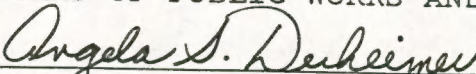
BY: Richard E. Ensley

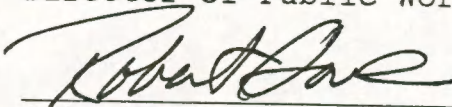
\_\_\_\_\_, Secretary

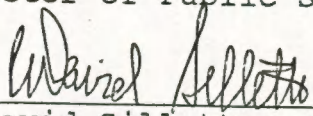
CITY OF FORT WAYNE, INDIANA

BY:   
Paul Helmke, Mayor

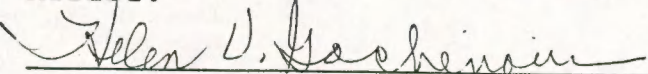
BOARD OF PUBLIC WORKS AND SAFETY

  
Angela S. Derheimer  
Director of Public Works

  
Robert E. Love  
Director of Public Safety

  
C. David Silletto  
Director of Administration & Finance

ATTEST:

  
Helen V. Gochenour, Clerk



ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State,  
this 25th day of April, 1988, personally appeared the  
within named Gerald Dehner & Richard E. Ensley, who being by me first duly  
sworn upon their oaths say that they are the President  
and Secretary respectively, of John Dehner, Inc.  
and as such duly authorized to execute the foregoing instrument and  
acknowledged the same as the voluntary act and deed of  
John Dehner, Inc. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official  
seal.

Henry G. LaMaster  
NOTARY PUBLIC

Henry G. LaMaster  
Type or Print Name of Notary

MY COMMISSION EXPIRES: April 17, 1992

Resident of Allen County



## ACKNOWLEDGMENT

STATE OF INDIANA)

COUNTY OF ALLEN )

SS:

BEFORE ME, a Notary Public, in and for said County and State, this 9th day of May, 1988, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela S. Derheimer, Robert E. Love, and C. David Silletto, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Robert W. Ebert  
NOTARY PUBLIC

ROBERT W. EBERT  
Type or Print Name of Notary

My Commission Expires: 3/15/90

Approved by the Common Council of the City of Fort Wayne on  
day of \_\_\_\_\_, 19\_\_\_\_.

Special Ordinance No. \_\_\_\_\_



Read the first time in full and on motion by Talarico, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on 5-24-88, the 5 o'clock P.M., E.S.T. of 5-24-88, at Sandra E. Kennedy

DATED: 5-24-88

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Redd, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY				<u>✓</u>
BURNS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER				<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 6-14-88

Madelyn Eskoff  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING-MAP) ORDINANCE RESOLUTION NO. A-75-88

on the 14th day of June, 19 88,

ATTEST

SEAL

Madelyn Eskoff  
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of June, 19 88, at the hour of 11:30 o'clock P.M., E.S.T.

Madelyn Eskoff  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 17th day of June, 19 88, at the hour of 10:30 o'clock A.M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



TITLE OF ORDINANCE Contract No. 6106-88 Anthony Wayne Industrial Center (Walks, Curb  
& Gutter, Storm Sewer, Traffic Signal, Lights, Land & Street Resurfacing)

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract No. 6107-88 Anthony Wayne Industrial Center (Walks,  
Curb & Gutter, Storm Sewer, Traffic Signal, Lights, Land and Street Resurfacing) is  
necessary for the following: A parcel of land bounded on the north by the Norfolk &  
Southern Railroad, on the east by Fletcher Avenue, on the south by Wayne Trace, and on  
the west by Anthony Blvd.

Contractor - John Dehner, Inc.

J-88-05-25

EFFECT OF PASSAGE To facilitate completion of the project.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$345,879.33

ASSIGNED TO COMMITTEE

Prior approval by Council on May 10, 1988

BILL NO. S-88-05-25

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
No. 6106-88 for certain improvements at the Anthony Wayne  
Industrial Center between John Dehner, Inc., and the City  
of Fort Wayne, Indiana, in connection with the Board of  
Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~) \_\_\_\_\_

YES

NO

Samuel J. Talarico SAMUEL J. TALARICO  
CHAIRMAN

Mark E. GiaQUINTA MARK E. GIAQUINTA  
VICE CHAIRMAN

David C. Long DAVID C. LONG

JAMES S. STIER

Janet G. Bradbury JANET G. BRADBURY

CONCURRED IN

6-14-88

Sandra E. Kennedy  
Sandra E. Kennedy  
City Clerk